

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

**AUSTIN LEGAL VIDEO, LLC,
DEPO-NOTES, LLC, and PASQUAL
PEREZ, III,**

Plaintiffs,

V.

**DEPOSITION SOLUTIONS, LLC D/B/A
LEXITAS, COURT REPORTERS
CLEARINGHOUSE, INC., ALDERSON
REPORTING COMPANY, INC.,
SOUTHWEST REPORTING & VIDEO
SERVICE, INC., KENNEDY REPORTING
SERVICE, INC., TEXAS COURT
REPORTERS ASSOCIATION, INC., SPEECH
TO TEXT INSTITUTE, INC., SHERRI
FISHER, LORRIE SCHNOOR, SONIA
TREVINO, and SHELLY TUCKER
Defendants.**

Case No. 1:23-cv-00421

SWORN AFFIDAVIT OF TIM MCCARBLE

Before me, the undersigned notary, on this day personally appeared Tim McCarble, the affiant, known to me to be the person whose name is subscribed below. After I administered an oath to affiant, affiant stated as follows:

1. My name is Tim McCarble, and I am over eighteen (18) years of age, of sound mind, and capable of making this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.
2. I was the owner of Southwest Reporting & Video Service, Inc. ("Southwest") from approximately July of 1995 to December 17, 2024, at which time I retired.

3. Southwest is a company organized and existing under the laws of the State of Texas and has been in the business of providing litigation support services, primarily in the Houston, Texas area, including court reporting and videography services, since approximately 1972.
4. Between approximately 2016 and 2020, Southwest engaged Pasqual Perez and his company, Austin Legal Video (“ALV”), to provide videography services for depositions in the San Antonio and Austin, Texas areas.
5. At all relevant times, Southwest independently decided which vendors to use based on business needs, scheduling availability, and professionalism. Southwest did not communicate or coordinate with any other reporting or videography companies regarding its decisions to assign or not assign work to ALV.
6. Following restrictive scheduling limitations imposed by ALV, Southwest determined that it was no longer practical to continue regularly assigning deposition videography work to ALV. By restricting Southwest’s ability to reserve videography services more than one week in advance, ALV created significant logistical challenges that impeded Southwest’s ability to meet client needs and placed Southwest in a commercially disadvantaged position. As a result, Southwest determined that it was no longer practical to continue regularly assigning deposition videography work to ALV.
7. In 2020, the COVID-19 pandemic further disrupted Southwest’s operations. Following the onset of pandemic-related restrictions, Southwest did not schedule any in-person depositions in the San Antonio or Austin areas for the remainder of 2020. Instead, depositions were conducted remotely via Zoom, and videography for those proceedings was handled internally by Southwest.

8. Southwest continued to utilize ALV for occasional last-minute depositions that fell within ALV's restricted scheduling window. However, such opportunities were relatively infrequent, as most depositions are scheduled further in advance and thus could not be accommodated under ALV's limitations.
9. Southwest ultimately decided to discontinue the use of ALV altogether following a serious incident in which Mr. Perez yelled at a Southwest employee in an aggressive and unprofessional manner. His conduct was unacceptable and raised serious concerns about his professionalism and treatment of our staff. As a result, I gave a verbal directive to the scheduling team that ALV was not to be used for any future assignments.
10. In December 2020 and January 2023, Southwest communicated with Walter Bryan regarding potential videography assignments. As part of those communications, Southwest inquired whether Mr. Bryan had any ongoing affiliation with Mr. Perez or ALV. This inquiry was made solely for logistical and scheduling purposes, given the prior scheduling restrictions and concerns regarding Mr. Perez's unprofessional conduct, and not for any reason related to restricting competition or discouraging others from doing business with Mr. Perez.
11. Southwest's decisions regarding the assignment of work to ALV were made independently and based solely on legitimate business considerations.
12. At no time did Southwest enter into any agreement, understanding, or arrangement with any other reporting company, videography company, or defendant in this case regarding Mr. Perez, ALV, or any decision to cease or limit the assignment of work to them. Southwest did not communicate or coordinate with any other company or individual regarding its independent business decisions relating to ALV.

13. All decisions made by Southwest concerning Mr. Perez and ALV were based solely on Southwest's own business needs, scheduling considerations, and direct experiences with ALV and Mr. Perez.

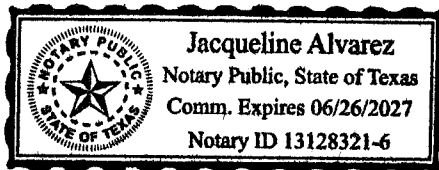
FURTHER AFFIANT SAYETH NOT.



Tim McCarble (Apr 30, 2025 16:31 CDT)

Tim McCarble

SWORN TO and subscribed before me, the undersigned authority, this 30 day of April 2025.


NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

My Commission expires: 6/26/2027







Affidavit of Tim McCarble

Final Audit Report

2025-04-30

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